

BHARAT HEAVY ELECTRICALS LIMITED

(A Government of India Undertaking)

Boiler Auxiliaries Plant

Indira Gandhi Industrial Complex

RANIPET – 632 406 Tamil Nadu



M&S DEPARTMENT

Phone: 04172-284884 / 284491

TRANSPORT

Fax : 04172 241201

NOTICE INVITING TENDER (TWO PART BID)

TENDER NOTICE NO: BAP:M&S:TE:TR:13:002 dt- 03 06 2013

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01. NAME OF THE WORK : Hiring 1 no. of Tractor with tipping type Trailer (Commercial type vehicle) with driver for transportation of sanitation waste/garbage inside Township for 12 hrs operation per day, on monthly rental basis.
02. PLACE OF WORK : BHEL: BAP:RANIPET
03. NATURE OF TENDER : OPEN
04. LOCATION OF TENDER BOX : M&S office
05. EARNEST MONEY DEPOSIT : **Rs.10, 000/-**(Rupees Ten thousand only)
06. LAST DATE AND TIME FOR RECEIPT OF TENDER : **18.06.2013**
: 14.00 Hrs
07. TENDER OPENING DATE : **18.06.2013**
AND TIME : 14.30 Hrs
08. PERIOD OF CONTRACT : **TWO YEARS** (tentatively from 04.07.13)

Qualification Criteria:- Contractors, having own Tractor & Two wheel Tipping type trailer (Commercial Type) in good running condition, registered in the name of tenderer or otherwise a valid lease agreement till the end of the proposed contract period (ie., up to 03.07.2015 minimum) shall be available in the name of contractor, are only be eligible to quote. Minimum size of trailer shall be Length 4.2 MR x Width 1.8 MR x Height 1.2 MR.

THIS DOCUMENT CONTAINS 21 PAGES INCLUDING GENERAL CONDITIONS, INSTRUCTIONS AND SPECIAL CONDITIONS TO THE TENDERERS AND QUESTIONNAIRE.

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GENERAL CONDITIONS AND INSTRUCTIONS

1. **Scope of Work:** The vehicle shall run in and around BHEL Township. Vehicle reporting point : Incharge / Civil / BHEL Township / Ranipet 632406. The garbage dumping area will be only in & around BAP Township. Number of trips : 8 to 10 trips approx., consisting of both UP & DOWN movement. Occasionally extra TWO trips may be required depending upon the excessive Garbage accumulation due to withering of leaves. The vehicle movement will be 40 to 50 Kilometre per day approximately. Distance may vary depending on BHEL's requirements.
2. Tenders will be received by M/s Bharat Heavy Electricals Ltd, Ranipet-6 up to **14.00 Hrs on 18.06.2013 in the prescribed form and will be opened on 18.06.2013 at 14.30Hrs** in the presence of such of those tenderers or their agents who may choose to attend, with authorization letter from the owners. The tenderers can visit BHEL, on any working day between 09.00 to 15.00 hours to have more clarity in quantum of work, prior to quoting.
3. Tenders must be submitted in sealed covers and should be addressed to **Dy.Manager/M&S,BHEL/RANIPET-632406,VelloreDistrict, Tamil Nadu**, full name and address of the tenderer and the name of work being super scribed on the cover.

IMPORTANT NOTE

4. The tender shall be submitted as given below.
 - **Cover-1** shall contain the EMD alone.
 - **Cover-2** shall contain the technical bid and all relevant documents.
 - **Cover-3** shall contain only the price bid.

Each of the above covers shall be superscribed with tender number, respective cover content detail as EMD, Technical bid, Price bid and with full name and address of the tenderer.

Finally, all the above three covers shall be put in one single large cover and superscribed with the tender number, due date, name of the work and with full name and address of the tenderer.

- 5. At the time of tender opening,**
- **Covers containing EMD alone shall be opened first.**
 - **Technical bids of such of those tenderers who satisfy EMD requirements alone will be opened next.**
 - **Price bids will be opened at a later date, after evaluation of suitability of technical bids. The date & time of opening of price bid will be intimated to those tenderers who are technically qualified.**
6. The vehicles shall be offered for inspection, for condition and up keep of the vehicle prior to price bid opening. If any of the tenders not fulfilling the laid down conditions, the offer will be rejected.
7. All entries in the tender documents should be in one ink. Erasures and over-writings are not permitted. All corrections and insertions should be duly signed by the tenderers concerned.
8. Tenderers should fill their rates in figures and words in the blank spaces provided for this purpose in the schedule of rates enclosed along with these documents and also sign each and every page of the tender documents.
9. The tenderer should fill and sign the questionnaire which is enclosed with this Tender document (page No.18). This should be enclosed along with the technical bid.
10. Conditional tenders, tender containing absurd rates and amounts, tenders which are incomplete or other wise considered defective and tenders not in acceptance with the tender conditions laid down by the Accepting Officer are liable for rejection.
11. Tenders not submitted on the prescribed forms are liable for rejection.
12. In quoting the rates, the tenderers are advised to take into account of all the factors including any fluctuations in the market rates. No claim shall be entertained on this account after acceptance of the tender or during the currency of the contract. The quoted rates shall be kept firm throughout the contract.
13. The rates quoted in the tender shall remain valid for a period of three months from the date of opening of tender.

14. Every tender must be accompanied by **Earnest Money Deposit of Rs.10,000/- (Rupees Ten thousand only)** in the form of
- a. Pay order,
 - b. Demand Draft drawn in favour of BHEL, Ranipet payable at the State Bank of India, BHEL Project, M.R. Puram (code 7013),
 - c. EMD can be paid in cash at our Cash Office as permissible under Income tax and the cash receipt shall be enclosed along with the tender. Tenders received without Earnest Money in full, in the form prescribed shall be summarily rejected. EMD submitted in any other form will not be accepted.
- 15. NO INTEREST SHALL BE ALLOWED ON THE EARNEST MONEY DEPOSIT.**
16. EMD paid by the tenderer will be forfeited if,
- i. After opening the tender, the tenderer revokes his tender within the validity period or increases his earlier quoted rates.
 - ii. The tenderer does not commence the work within the period as per LOI/Contract.
 - iii. The tenderer fails to provide the vehicle as offered by him and inspected and accepted by BHEL.
17. Bharat Heavy Electricals Limited, reserves the right to reject any or all the tenders received or accept any tender or part thereof without assigning any reason there of.
18. Tenders submitted by post should be sent through **“REGISTERED POST WITH ACKNOWLEDGEMENT DUE / Speed Post ”**. The tender should be posted with due allowance for any delay in postal delivery. The tenders received after the due date and time of receipt of the tenders will not be considered for further processing.
19. The contractor’s responsibility for this contract shall commence from the date of issue of order of acceptance of his tender.
20. The acceptance of the offer by BHEL is based on the inspection of the vehicle(s) condition and records/ legal ownership pertaining to the vehicle(s) for such inspection within the time limit prescribed by BHEL. If the vehicle is not offered for inspection within the time limit prescribed or if the condition of the vehicle / records, documents provided are not satisfactory to BHEL, their offer will not be considered and their price bid will not be opened.

21. The earnest money deposited by the successful tenderer will be retained towards Security Deposit for the due fulfillment of the contract.
22. In the case of unsuccessful tenderers, the earnest money will be refunded normally within 15 days of acceptance of award of work by the successful tenderers.
23. Unless the contractor whose tender is accepted, signs the contract agreement within Seven days of the date of the order directing him to do so, the amount of EMD already deposited by him will be forfeited and acceptance of his tender shall be withdrawn.

SECURITY DEPOSIT

24. SECURITY DEPOSIT should be collected from the successful tenderer. The rate of security deposit will be as below.

- i) Up to 10 lakhs = 10%
- ii) Above 10 lakhs up to 50 lakhs = Rs. 1 lakh + 7.5 % of the amount exceeding 10 lakhs
- iii) Above 50 lakhs = Rs. 4 lakhs + 5% of the amount exceeding Rs.50 lakhs.

The security deposit should be collected before start of work to the contractor.

25. The security deposit may be furnished in any one of the following forms.

- i. Cash (as permissible under the Income Tax Act)
- ii. Pay order, Demand Draft in favour of BHEL.
- iii. Local cheques of scheduled banks, subject to realization.
- iv. Securities available from Post Offices such as National Savings Certificate, Kisan Vikas Patra etc (certificates should be held in the name of contractor furnishing the security and duly pledged in favour of BHEL and discharged on the back).
- v. Bank guarantee from scheduled banks / Public Financial Institutions as defined in the companies Act. The bank guarantee format shall have the approval of BHEL.
- vi. Fixed Deposit Receipts issued by scheduled banks / Public Financial Institutions as defined in the companies Act. The FDR should be in the name of the contractor, A/C BHEL duly discharged on the back.

- vii. Security Deposit can be also recovered at the rate of 10% from running bills. However in such cases at least 50% of the security deposit should be collected before start of work and the balance 50% may be recovered from the running bills.
 - viii. In case of contract value does not exceed Rs.10 lakhs, work can be started before SD is collected. (However payment can be released only after collection/recovery of initial 50% security deposit)
 - ix. EMD of the successful tenderer can be converted and adjusted against security deposit.
 - x. The security deposit shall not carry any interest.
26. No employee or their dependents are eligible to submit their offer against this contract. Even if they submit out of ignorance the offer shall be disqualified without prejudice to further disciplinary action as per BHEL CDA rules/Standing Order in addition to forfeiture of SD/EMD as the case may be.
27. If a tenderer expires after submission of his tender, the Bharat Heavy Electricals Limited may at their discretion cancel such tender.
28. The BHEL will not be bound by any power of Attorney granted by the tenderer or changes in the composition of the firm made subsequent to the execution of the contract. They may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contract concerned.
29. If the contractor deliberately gives wrong information in his tender or creates conditions favorable for the acceptance of his tender. Bharat Heavy Electricals Limited reserves the right to reject such tender at any stage.
30. Words imparting the singular number shall deemed to include the plural number and vice versa where the context so require.
31. The expenses for completing and stamping the agreement shall be to the contractor's account.

- 32.The general and special conditions of contract are complementary to each other and where they are in conflict, the special conditions shall prevail.
- 33.Tenderers shall not increase their quoted rates in case BHEL negotiate for reduction of rates, such negotiations shall not amount to cancellation or withdrawal of the original offer and the rates originally quoted shall be binding on the tenderers for a period of three months from the date of opening of tenders.
- 34.Canvassing in any form in connection with the tender is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable for rejection.
- 35.The “GENERAL CONDITIONS AND INSTRUCTIONS TO TENDERERS AND SPECIAL CONDITIONS TO THE TENDERER” shall be deemed to form an integral part of contract for the work to be entered into.
- 36.The tenderer should be present, if called for negotiation. In case, the tenderer’s authorized person is attending the negotiation such person should have the authorization letter and he should be capable of taking spot decisions.
- 37.In case you are not interested in submitting your quotation, you should return all the tender documents with a covering letter stating the reasons for not submitting your offer.
- 38.The Successful Tenderer shall agree to the following conditions:
- a) Arbitration**
- i) All disputes between the parties to the Contract, arising out of or relation to the Contract shall after written notice by either party to the Contract to the other party be referred to the sole Arbitration of Executive Director, BAP or any designate nominated by the Executive Director of BHEL in his sole discretion.
 - ii) The venue of Arbitration shall be Ranipet, Tamil Nadu. The arbitrator may hold meetings for convenience in such a place or places discretion.
 - iii) The award of the Arbitrator shall be final, conclusive and binding on both parties to the Contract.

- iv) The Contractor shall, notwithstanding any disagreement, dispute, protest, request for arbitration, court or other proceedings, continue to perform the Services in accordance with the determinations, instructions and clarifications of BHEL

Subject to the above, the appropriate court in Vellore District shall have the exclusive jurisdiction over any disputing arising out of or in connection with this Contract.

b) Risk Purchase

- i) In case of any neglect or refusal on the part of the Contractor to
- commence the Contract, or
 - provide sufficient labour for the Contract or
 - if in the opinion of BHEL, the Contract performed by the Contractor are not satisfactory, or
 - if the Contractor fails to carry out the Contract or as per instructions of the BHEL or officer authorized by it,
- BHEL shall have the right to have the Work done by any means, including by engaging a new contractor, at the Contractor's sole risk and expenses.
- ii) The above shall be without prejudice to any other remedy that may be available to BHEL whether as per law, contract, equity or otherwise.
- iii) In the event, the cost of the work so done (as certified by BHEL which is final and conclusive) is less than the Contract cost, the advantage shall accrue to the BHEL and if the cost exceeds the money due to Contractor under the Contract, the Contractor shall either pay the excess amount ordered by BHEL or the same shall be recovered from the Contractor by other means.
- d) Contractor shall indemnify and keep indemnified BHEL, its other contractors and/or sub-contractors and its/their employees from all actions, proceedings, suits, claims, demands, liabilities, damages, losses, costs, charges, expenses, judgments and fines arising out of or in the course of, or caused by the execution of work under the Contract or other obligations hereunder directly or indirectly associated herewith which may arise due to
- i) Breach of law by the Contractor, or any of its sub-contractor, or any of their respective employees.
 - ii) Negligence or willful default by the Contractor, or any of its sub-contractor, or any of their respective employees.

- iii) Failure by Contractor to proceed with Project in accordance with the determinations, instructions and clarifications of Company pending disagreement, dispute, protest, request for arbitration/ court proceedings.
- iv) Loss of property or death of any employee of BHEL or of its other contractors/ sub-contractors.

The above shall be without prejudice to any other remedy that may be available to BHEL whether as per law, contract, equity or otherwise.

39. FORCE MAJEURE CLAUSE:-

If, at any time during the continuance of this Contract the performance in whole or in part by either party of any obligations under this Contract shall be prevented or delayed by reason of any War, Hostile acts of the public enemy Civil Commotion, Epidemics, or Acts of God (Floods, Storm/Cyclone, Hurricane, Earth Quake etc.) then provided notice of happening of any such event is given by either party to other within 7 days from the date of occurrence therefor neither party shall by reason of such event be entitled to terminate this Contract nor shall either party have any claim for damages against the other in respect of such non-performance and delay in performance under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist. If the performance in whole or part of any obligation under this Contract is prevented or delayed by reason of any such event, claims for extension of time / waiver of penalty/liquidated damages shall be granted for periods considered reasonable by Head of Civil Department, subject to prompt notification by the contractor.

SPECIAL CONDITIONS TO THE TENDERER

- 1. Vehicle shall be owned by the Tenderer or a valid lease agreement. For the sake of clarity in case if the Tenderer is a Registered Partnership Firm, it is sufficient if the vehicle is owned by one of the partners of the Partnership Firm. In such case, the Tenderer shall enclose a Letter of Undertaking from all the Partners of the Firm as per Annexure I.**
2. Lease agreement entered into with any of BHEL employees or their dependents will not be acceptable and the tenderer shall give an undertaking to this effect in the tender itself.

3. The vehicle offered shall be in good condition. Preference will be given for latest model vehicle with better condition, in case of tie in rate. Inspection of the vehicle offered shall be carried out by BHEL officials and their decision regarding acceptance or rejection of any vehicle(s) is final.
4. Late offers, incomplete offers shall become liable for rejection.
5. Photostat copies of the following documents are to be enclosed along with the tender documents
 - a) RC book of the vehicle(s)
 - b) Permit of the vehicle (s)
 - c) FC details of the vehicle(s)
 - d) Insurance Policy (Comprehensive) of the vehicle(s)
 - e) Tax payment details of the vehicle(s)
6. Originals of the above documents shall be submitted by the contractor whenever requested by BHEL to do so.
7. The vehicle is required for a contract period of TWO YEARS. Tenderers should fill in their rates in the blank space provide for this purpose in the Schedule of Rates enclosed along with these documents. The period of contract is likely to be extended subject to mutual agreement between BHEL and the contractor. In case of such extension, the terms and conditions and hiring charges agreed already will remain same for the extended period also.
8. The vehicles shall be operated for twelve hours per day normally from 06.00 Hrs to 18.00 Hrs. However the reporting and releasing time for the vehicle is likely to vary as per the requirements of BHEL. Any delay in the reporting time by the vehicle will attract penalty on the pro-rata market rate for similar vehicles at that time.
9. The vehicle shall be reported in full readiness for the entire day's operation in respect of fuel availability and readiness of the driver.
10. The vehicle should be made available continuously throughout the contract period including Holidays and Sundays without any break.
11. The contractors should not sell their vehicles, or cancel the lease agreement / agree to cancel the lease agreement without prior permission of BHEL.
12. The contractor should not sub-contract the operation of the vehicle.

13. Payment will be made for the number of days present.
14. During the contract period, if the contractor is not able to provide the vehicle on any day or part thereof, rental charges shall not be paid for the absence period along with a penalty of Rs.250/- for the full day absence and Rs.25/- per hour or part thereof for short absence hours (up to 6 hours) as the case may be. Absence more than 6 hours will be treated as full day absence. In the event of full day absence, BHEL will invoke the risk purchase clause 38(b), to arrange the alternate vehicle and excess hire charges also will be recovered from the contractor in addition to the penalty referred above.
15. However during such absence contractor will be permitted to provide alternate vehicle in good condition (for a day or two with prior permission of BHEL in which case rental charge accordingly plus penalty as per clause 15 will not be levied).
16. If the contractor is not able to provide the vehicle for a continuous period of 15 days, BHEL reserve the right to terminate the contract and to take an appropriate action against the contractor. In the event of contract termination, the security deposit paid by the contractor will be forfeited.
17. During the contract period the vehicle shall be maintained by the contractor always in good running condition to the fullest satisfaction of BHEL and BHEL reserves the right to terminate the contract in case if they are not maintained.
18. The contractor shall be responsible for obtaining necessary permit, comprehensive insurance policy, appropriate driving license and complying with all the statutory requirements including labour laws that may be necessary in this respect. BHEL will not be responsible for any consequences out of any violation of rules or acts by the contractor. If BHEL is liable to pay any such amount due to violation of the relevant laws by the contractor the amount so paid would be recovered from the contractor.
19. The contractor shall pay necessary taxes and keep the fitness certificate for the vehicle valid during the contract period.
20. The contractor shall check for exhaust emission test and obtain fitness of their vehicle once in 6 months in meeting the statutory norms laid by Tamil Nadu Motor Vehicle Rules.

21. The driver should keep the copy of relevant documents (Driving license, Road tax token, Registration Certificate, Insurance, Fitness Certificate, Permit etc.) with the tractor and produce as and when required by us or any Government Transport authorities. In case the original documents are required for verification it should be produced on demand.
22. Subject as aforesaid the provisions of the Motor Vehicle Act or any statutory modification or amendments or re-enactment thereof and the rules made there under from time to time have to be followed by the contractors.
23. **Service Tax :** The Bidder shall not include Service Tax in their quoted rates; but the bidder has to separately indicate the Service Tax rate, amount and workings thereof in the Price bid schedule included in the bid documents.

If service tax amount is not indicated separately in the price bid schedule included in the Bid documents, it will be presumed that the quoted rate is inclusive of applicable service tax and bids will be evaluated accordingly.

Pure Service not involving any supply of materials by Contractor:

Bidders have to quote the applicable Service Tax payable in the Price bid format included in the Bid document which shall be considered for evaluation. The same shall be considered for reimbursement against valid documentary evidence to successful bidders.

The following documents shall be submitted while claiming service tax.

- 1) Copy of Service tax registration certificate
 - 2) Copies of challan for deposit of service tax
 - 3) A certificate from the service provider that tax collected from BHEL has been remitted to tax authorities
24. The contractor shall take Comprehensive Insurance Cover including unlimited third party property damage cover for the vehicle during the contract period.

25. The contractor shall at his own expense reinstate and make good to the satisfaction of the BHEL management and pay compensation for any injury to any person, loss or damage occurred to any property or rights whatever including property and rights of BHEL (or agents) servants or employees of BHEL. THE INJURY LOSS or arising out of or in connection with or during the execution or performed execution of the contract and further the contractor shall indemnify the BHEL against all claims enforceable against BHEL (or any agent, servant or employee of BHEL) or which would be so enforceable against BHEL where BHEL is a private person, in respect of any such injury (including injury resulting in death) loss or damage to any person whomsoever or property including all claims which may arise under the workmen's compensation Act or other wise.
26. Proper trip register for vehicles as required by BHEL shall be maintained by the contractor's driver and the same shall be submitted to BHEL daily and all the time.
27. It is the responsibility of drivers to get filled all the columns in the trip register and got signed by the user and certified by the Civil in charge. In case of loss of original trip register, BHEL reserves the right not to entertain the claim.
28. The driver of the vehicle should compulsorily wear KAKHI UNIFORM (PANT & SHIRT) during operational hours with BHEL. Drivers without KAKHI uniform shall not be allowed to drive the vehicle.
29. The vehicle engaged will be checked up by BHEL Security personnel as and when required.
- 30. Fixed monthly rental charges may be quoted. The charges should be inclusive of all other expenses including vehicle hire charges, driver salary, diesel & maintenance of vehicle etc. The increase/decrease in diesel price, if any, shall be borne by the contractor thorough out the contract period.**
31. The offer must be given in a separate sealed cover under "PRICE BID".

32. The driver should follow strictly the motor vehicle rules like
- i. Not to over take from the left side of any vehicle ahead of his van.
 - ii. Not to go the wrong sides while taking turn to the right without going around.
33. Bills shall be raised by the contractor (**Printed format only accepted**) after the expiry of the concerned month and submitted in duplicate in the format given by BHEL. Duly verifying the trip register and date, payment will be made within 30 days or as per BHEL norms. Bills will be processed by the officials of Civil, Township. Payment will be made thro' e-mode only for which processing NFPT/RTGS form shall be submitted by the contractor after award of contract.
34. The contractor shall have PAN Number and shall be mentioned in the tender. Otherwise income tax @ 20% of the bill value will be deducted at source.
35. BHEL reserves the right to set off the amounts due from the contractor against their dues payable to the contractor either under this contract or any other contract.
36. During the contract period BHEL reserves the right to terminate the contract without assigning any reason by giving 15 days notice to the contractor.
37. BHEL reserves the right to reject any offer without assigning any reason whatsoever.
38. A penalty of **Rs.500/- (Rupees five hundred only)** per day will be levied and deducted from the running bills or from the Security deposit without any prior information to the contractor in case:-
- i. If the driver of the contractor not following any other Motor Vehicle Safety Rules.
 - ii. If the driver of the contractor not following any terms and conditions of the contract.
39. In case of breach of any or whole of the above terms and conditions by the contractor BHEL will have the liberty to cancel the tender and cancel the contract either in part or in full and entrust in part or in full of the work to any other contractor and the contractor shall be liable to pay extra cost involved in the execution of cancelled part of the contract.

40. Timely providing of the vehicles and good up keeping of the vehicle for running efficiently are the essence of the contract.
41. The Van should report to garage/Civil Township at 06:00 & 18:00 Hrs positively and get signature from the in-charge for starting & closing the trip sheet of the day, otherwise payment will not be made for that day.
42. The Tractor operator shall furnish
- i. Details of cases, Civil/Criminals/others, filed by or against the van operator/driver and pending on the date of tender.
 - ii. Has the Firm/ Proprietor or partners or directors been convicted of any criminal offence by any competent court. If so furnish particulars.
43. The vehicle supplied should not be owned by BHEL employees, their dependents, and their relatives.
44. The contractor should follow all statutory requirements enforced by State Government, like PF, ESI, and Bonus etc. While quoting rates the above factors should be taken into consideration. Only after full filling above formalities, bills shall be passed for payments.
45. The Contractor has to pay minimum wage as fixed by the State Government and additional payment as insisted by BHEL.
46. The current minimum wages as fixed by the Government of Tamilnadu for USW is Rs.251 per day, for SSW is Rs.259 per day and for Skilled worker is Rs.266 per day. BHEL insisted additional payment payable to Contract labourer for USW is Rs.2000/- PM, for SSW is Rs.2300/- PM and for Skilled worker is Rs.2500/- PM. Accordingly, the current minimum wage including BHEL insisted additional payment for Un skilled worker is Rs.317.66 per day, for Semi skilled worker is Rs.335.66 and for Skilled worker is Rs.349.33 per day.
47. The increase in minimum wages, if any, either by State Government or by BHEL will have to be borne by the Contractor initially and the same will be reimbursed by BHEL as per actual and as applicable.

48. Discrepancy in “words “ & “ Figures “

- a) If, in the price structure quoted for the required goods/services/works, there is discrepancy between the unit price and the total price(which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.
- b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of (a) and (b) above.
- d) If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date up to which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored.

49. The contractor has to follow the below mentioned without fail.

- a. Minimum wages as announced by the government from time to time to be paid as applicable to the labours engaged
- b. For work extending beyond prescribed shift working of 8 hours, overtime as applicable shall be paid.
- c. Annual Bonus shall be paid @ 8.33% of the annual Wages.
- d. P.F., and E.S.I contributions to be made at the prescribed rates on wages paid
- e. Shall arrange to provide E.S.I medical cards.
- f. Monthly wage slip to the labours
- g. Annual slip for the P.F. contribution to be issued
- h. Annual returns for the P.F. and E.S.I payments to be filed
- i. Safety and Personal Protective Equipments are to be provided
- j. Maintain the following registers
 - i. Attendance register
 - ii. Wage register
 - iii. Over time register

(Stamp paper of appropriate value)

LETTER OF UNDERTAKING

We, *(Insert name of the partnership)*, having its office at *(Insert place of registered office)*, do hereby state as follows:

1. We undertake that the *(Insert Type & Model of Tractor & Tipping type Trailer)* bearing registration number *(Insert)* and *(insert other details as may be necessary)* is registered in the name of *(insert name)* who is one of the partners of the *(insert name of the partnership)*
2. We undertake that the said *Tractor & Tipping type Trailer* is a property of the partnership firm and we undertake to use the *Tractor & Tipping type Trailer* strictly for purposes relating to the Contract and shall not use the *Tractor & Tipping type Trailer* in any manner that would affect our ability to perform the Contract with BHEL.
3. We undertake that if we are awarded the Contract we will perform our obligations in accordance with the Contract and instruction of Bharat Heavy Electricals Limited, Ranipet.

Signed on (insert) day of (insert), 2013 at Ranipet

(Signature of partner with seal)

(Signature of partner with seal)

(To be notarized)

QUESTIONNAIRE
(TO BE FILLED BY THE TENDERER)

1. Name of the Tenderer :
2. Address for Communication :

3. Telephone, Cell No. if any :

4. Details of experience in running Vehicle :
5. Name and address of the Registered owner :
6. Registration No. of the Vehicle :
7. Make, Model & type of the Vehicle & date :
Of first registration :

8. Permit No. and date of issue :
9. Date of expiry of validity of the permit :

10. Name and address of the Insurance Co. :

11. Comprehensive Insurance Policy No :
12. Date of expiry of policy :
13. Date of expiry of FC :

14. Details of cases, Civil/Criminals/others, :
if any, filed by or against the Van
Owner/operator and pending on the date
of tender.

15. Has the Firm/ Proprietor or partners or :
Directors been convicted of any criminal
offence by any competent court. If so,
furnish particulars.

16. Is the offered Vehicle owned by :
BHEL employees, or their dependents,
or their relatives? if yes, furnish details.

PRICE BID

SCHEDULE OF RATES

SL NO	DESCRIPTION	RATE (Rs)	RATE (Rs.IN WORDS)
01	Fixed rental charges per month for 01 Tractor & 01 Tipping type trailer (Commercial Type) for 12 hours operation per day including Sundays and Holidays	Rs -----	Rupees (----- ----- -----)
02	Service Tax (Please quote in percentage value of Sl.No.01)	_____ %	

NOTE:

1. The rate quoted should Inclusive of all expenses (Rent, Driver salary, diesel, Maintenance etc).
2. EMD PAYMENT DETAILS: DD /Cash receipt No. _____ Dt _____

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